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*Attorneys for Defendant Wells Fargo Bank, N.A.,*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

ERNESTO CISNEROS AND MARIA  
CISNEROS,

Plaintiffs,

vs.

AUTOSCRIBE FINANCIAL PROCESSING,  
LLC; CITIBANK CALIFORNIA; EARLY  
WARNING SERVICES, LLC; AND WELLS  
FARGO BANK, NA,

Defendants.

Case No. 2:20-cv-00759-KJD-NJK

**WELLS FARGO BANK, N.A.’S  
ANSWER TO COMPLAINT**

Defendant Wells Fargo Bank, N.A., (“Wells Fargo”), by and through its counsel of record, Snell & Wilmer L.L.P., responds to Plaintiffs Ernesto Cisneros’ and Maria Cisneros’ (“Plaintiffs”) Complaint for Damages Pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., dated April 27, 2020 (ECF No. 1) (the “Complaint”).

**JURISDICTION AND VENUE**

1. In response to Paragraph 1 of the Complaint, Paragraph 1 of the Complaint contains legal conclusions to which an answer is not required. To the extent a response is required, Wells Fargo admits only that 15 U.S.C. § 1681 et seq. arises out of federal law. Wells

1 Fargo denies that it violated 15 U.S.C. § 1681 et seq.

2       2. In response to Paragraph 2 of the Complaint, Paragraph 2 of the Complaint  
3 contains legal conclusions to which an answer is not required. To the extent a response is  
4 required, Wells Fargo denies it violated the Fair Credit Reporting Act (“FCRA”). Wells Fargo is  
5 without knowledge or information sufficient to form a belief as to the truth of the remaining  
6 allegations contained in Paragraph 2 of the Complaint and therefore denies the same.

7       3. In response to Paragraph 3 of the Complaint, Paragraph 3 of the Complaint  
8 contains legal conclusions to which an answer is not required. To the extent a response is  
9 required, Wells Fargo admits only that it conducts business in Nevada. Wells Fargo is without  
10 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
11 contained in Paragraph 3 of the Complaint and therefore denies the same.

12 **PARTIES**

13       4. In response to Paragraph 4 of the Complaint, Paragraph 4 of the Complaint  
14 contains legal conclusions to which an answer is not required. To the extent a response is  
15 required, Wells Fargo is without knowledge or information sufficient to form a belief as to the  
16 truth of the allegations contained in Paragraph 4 of the Complaint and therefore denies the same.

17       5. In response to Paragraph 5 of the Complaint, Paragraph 5 of the Complaint  
18 contains legal conclusions to which an answer is not required. To the extent a response is  
19 required, Wells Fargo is without knowledge or information sufficient to form a belief as to the  
20 truth of the allegations contained in Paragraph 5 of the Complaint and therefore denies the same.

21       6. In response to Paragraph 6 of the Complaint, Paragraph 6 of the Complaint  
22 contains legal conclusions to which an answer is not required. To the extent a response is  
23 required, Wells Fargo is without knowledge or information sufficient to form a belief as to the  
24 truth of the allegations contained in Paragraph 6 of the Complaint and therefore denies the same.

25       7. In response to Paragraph 7 of the Complaint, Paragraph 7 of the Complaint  
26 contains legal conclusions to which an answer is not required. To the extent a response is  
27 required, Wells Fargo is without knowledge or information sufficient to form a belief as to the  
28 truth of the allegations contained in Paragraph 7 of the Complaint and therefore denies the same.

8. In response to Paragraph 8 of the Complaint, Paragraph 8 of the Complaint contains legal conclusions to which an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint and therefore denies the same.

9. In response to Paragraph 9 of the Complaint, Paragraph 9 of the Complaint contains legal conclusions to which an answer is not required. To the extent a response is required, Wells Fargo admits only that it furnishes credit information to consumer reporting agencies and that it does business in Nevada. Wells Fargo denies the remaining allegations contained in Paragraph 9 of the Complaint.

10. In response to Paragraph 10 of the Complaint, Paragraph 10 of the Complaint does not contain allegations to which a response is required. To the extent a response is required, Wells Fargo denies the allegations contained in Paragraph 10 of the Complaint. Plaintiffs' Complaint against Wells Fargo does not include other entities or individuals not named as parties. The Complaint may not be construed to apply to unnamed entities or individuals, such as employees, directors, or insurers.

11. In response to Paragraph 11 of the Complaint, Paragraph 11 of the Complaint does not contain allegations to which a response is required. To the extent a response is required, Wells Fargo admits that Mr. and Mrs. Cisneros are referred to as "Plaintiffs" in the Complaint.

### **FACTUAL ALLEGATIONS**

#### ***General Statutory Background***

12. In response to Paragraph 12 of the Complaint, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Complaint and therefore denies the same.

13. In response to Paragraph 13 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 13 of the Complaint and therefore denies the same.

14. In response to Paragraph 14 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 14 of the Complaint and therefore denies the same.

**DEFENDANTS' LIABILITY TO PLAINTIFF**

***Counts 1 and 2 – Early Warning's Violations of Section 1681g(a)(1)***

15. In response to Paragraph 15 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

16. In response to Paragraph 16 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 16 of the Complaint and therefore denies the same.

17. In response to Paragraph 17 of the Complaint, Wells Fargo states that FCRA and the caselaw cited by Plaintiffs speak for themselves and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 17 of the Complaint and therefore denies the same.

18. In response to Paragraph 18 of the Complaint, Wells Fargo states that FCRA and the caselaw cited by Plaintiffs speak for themselves and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of the Complaint and therefore denies the same.

19. In response to Paragraph 19 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of the Complaint and therefore denies the same.

**Count 1 – Early Warning Violates Section 1681g(a)(1) for Mr. Cisneros by Including Inaccurate and Confusing Information on its Disclosures**

20. In response to Paragraph 20 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

21. In response to Paragraph 21 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 21 of the Complaint and therefore denies the same.

22. In response to Paragraph 22 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 22 of the Complaint and therefore denies the same.

23. In response to Paragraph 23 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 23 of the Complaint and therefore denies the same.

24. In response to Paragraph 24 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24 of the Complaint and therefore denies the same.

**Count 2 – Early Warning Violates Section 1681g(a)(1) for Mrs. Cisneros by Including Inaccurate and Confusing Information on its Disclosures**

25. In response to Paragraph 25 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

26. In response to Paragraph 26 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 26 of the Complaint and therefore denies the same.

27. In response to Paragraph 27 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of the Complaint and therefore denies the same.

28. In response to Paragraph 28 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of the Complaint and therefore denies the same.

29. In response to Paragraph 29 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 29 of the Complaint and therefore denies the same.

***Counts 3 and 4 – Early Warning’s Violations of Section 1681i***

30. In response to Paragraph 30 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

31. In response to Paragraph 31 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31 of the Complaint and therefore denies the same.

32. In response to Paragraph 32 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of the Complaint and therefore denies the same.

33. In response to Paragraph 33 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 33 of the Complaint and therefore denies the same.

**Count 3 – Early Warning Violates Section 1681i by Failing to Properly Reinvestigate Mr. Cisneros’ Dispute**

34. In response to Paragraph 34 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer

35. In response to Paragraph 35 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 35 of the Complaint and therefore denies the same.

36. In response to Paragraph 36 of the Complaint, Wells Fargo denies the allegations to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 36 of the Complaint and therefore denies the same.

37. In response to Paragraph 37 of the Complaint, Paragraph 37 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of the Complaint and therefore denies the same.

38. In response to Paragraph 38 of the Complaint, Wells Fargo denies the allegations.

39. In response to Paragraph 39 of the Complaint, Wells Fargo admits that Early Warning did not notify Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 39 of the Complaint and therefore denies the same.

40. In response to Paragraph 40 of the Complaint, Paragraph 40 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of the Complaint and therefore denies the same.

41. In response to Paragraph 41 of the Complaint, Wells Fargo denies the allegations

1 to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without  
 2 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 3 contained in Paragraph 41 of the Complaint and therefore denies the same.

4 42. In response to Paragraph 42 of the Complaint, Wells Fargo denies the allegations  
 5 to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without  
 6 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 7 contained in Paragraph 42 of the Complaint and therefore denies the same.

8 43. In response to Paragraph 43 of the Complaint, Paragraph 43 of the Complaint does  
 9 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 10 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 11 as to the truth of the allegations contained in Paragraph 43 of the Complaint and therefore denies  
 12 the same.

13 44. In response to Paragraph 44 of the Complaint, Paragraph 44 of the Complaint does  
 14 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 15 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 16 as to the truth of the allegations contained in Paragraph 44 of the Complaint and therefore denies  
 17 the same.

18 **Count 4 – Early Warning Violates Section 1681i by Failing to Properly Reinvestigate**  
 19 **Mrs. Cisneros’ Dispute**

20 45. In response to Paragraph 45 of the Complaint, Wells Fargo repeats and re-alleges  
 21 its responses and denials as set forth above in this Answer.

22 46. In response to Paragraph 46 of the Complaint, Wells Fargo denies the allegations  
 23 to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without  
 24 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 25 contained in Paragraph 46 of the Complaint and therefore denies the same.

26 47. In response to Paragraph 47 of the Complaint, Wells Fargo denies the allegations  
 27 to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without  
 28 knowledge or information sufficient to form a belief as to the truth of the remaining allegations



1 contained in Paragraph 47 of the Complaint and therefore denies the same.

2 48. In response to Paragraph 48 of the Complaint, Paragraph 48 of the Complaint does  
3 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
4 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
5 as to the truth of the allegations contained in Paragraph 48 of the Complaint and therefore denies  
6 the same.

7 49. In response to Paragraph 49 of the Complaint, Wells Fargo denies the allegations.

8 50. In response to Paragraph 50 of the Complaint, Wells Fargo admits that Early  
9 Warning did not notify Wells Fargo. Wells Fargo is without knowledge or information sufficient  
10 to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of the  
11 Complaint and therefore denies the same

12 51. In response to Paragraph 51 of the Complaint, Paragraph 51 of the Complaint does  
13 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
14 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
15 as to the truth of the allegations contained in Paragraph 51 of the Complaint and therefore denies  
16 the same.

17 52. In response to Paragraph 52 of the Complaint, Wells Fargo denies the allegations  
18 to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without  
19 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
20 contained in Paragraph 52 of the Complaint and therefore denies the same.

21 53. In response to Paragraph 53 of the Complaint, Wells Fargo denies the allegations  
22 to the extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without  
23 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
24 contained in Paragraph 53 of the Complaint and therefore denies the same.

25 54. In response to Paragraph 54 of the Complaint, Paragraph 54 of the Complaint does  
26 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
27 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
28 as to the truth of the allegations contained in Paragraph 54 of the Complaint and therefore denies

1 the same.

2 55. In response to Paragraph 55 of the Complaint, Paragraph 55 of the Complaint does  
3 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
4 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
5 as to the truth of the allegations contained in Paragraph 55 of the Complaint and therefore denies  
6 the same.

7 ***Counts 5, 6, 7, and 8 – Violations of Section 1681s-2(b)***

8 56. In response to Paragraph 56 of the Complaint, Wells Fargo states that FCRA and  
9 the caselaw cited by Plaintiffs speak for themselves and denies any allegations inconsistent  
10 therewith. To the extent a further response is required, Wells Fargo denies the allegations to the  
11 extent they imply any wrongdoing on the part of Wells Fargo. Wells Fargo is without knowledge  
12 or information sufficient to form a belief as to the truth of the remaining allegations contained in  
13 Paragraph 56 of the Complaint and therefore denies the same.

14 57. In response to Paragraph 57 of the Complaint, Wells Fargo states that FCRA  
15 speaks for itself and denies any allegations inconsistent therewith. To the extent a further  
16 response is required, Wells Fargo denies the allegations to the extent they imply any wrongdoing  
17 on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a  
18 belief as to the truth of the remaining allegations contained in Paragraph 57 of the Complaint and  
19 therefore denies the same.

20 58. In response to Paragraph 58 of the Complaint, Wells Fargo states that FCRA  
21 speaks for itself and denies any allegations inconsistent therewith. To the extent a further  
22 response is required, Wells Fargo denies the allegations to the extent they imply any wrongdoing  
23 on the part of Wells Fargo. Wells Fargo is without knowledge or information sufficient to form a  
24 belief as to the truth of the remaining allegations contained in Paragraph 58 of the Complaint and  
25 therefore denies the same.

26 **Count 5 – Citi Violates Section 1681s-2(b)**  
27 **by Failing to Properly Investigate Mr. Cisneros' Dispute**

28 59. In response to Paragraph 59 of the Complaint, Wells Fargo repeats and re-alleges

its responses and denials as set forth above in this Answer.

60. In response to Paragraph 60 of the Complaint, Paragraph 60 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of the Complaint and therefore denies the same.

61. In response to Paragraph 61 of the Complaint, Paragraph 61 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of the Complaint and therefore denies the same.

62. In response to Paragraph 62 of the Complaint, Paragraph 62 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Complaint and therefore denies the same.

**Count 6 – Wells Fargo Violates Section 1681s-2(b)  
 by Failing to Properly Investigate Mr. Cisneros' Dispute**

63. In response to Paragraph 63 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

64. In response to Paragraph 64 of the Complaint, Wells Fargo denies the allegations.

65. In response to Paragraph 65 of the Complaint, Wells Fargo denies the allegations.

66. In response to Paragraph 66 of the Complaint, Wells Fargo denies the allegations.

**Count 7 – Citi Violates Section 1681s-2(b)  
 by Failing to Properly Investigate Mrs. Cisneros' Dispute**

67. In response to Paragraph 67 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

68. In response to Paragraph 68 of the Complaint, Paragraph 68 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of the Complaint and therefore denies the same.

69. In response to Paragraph 69 of the Complaint, Paragraph 69 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69 of the Complaint and therefore denies the same.

70. In response to Paragraph 70 of the Complaint, Paragraph 70 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 70 of the Complaint and therefore denies the same.

**Count 8 – Wells Fargo Violates Section 1681s-2(b)  
 by Failing to Properly Investigate Mrs. Cisneros' Dispute**

71. In response to Paragraph 71 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

72. In response to Paragraph 72 of the Complaint, Wells Fargo denies the allegations.

73. In response to Paragraph 73 of the Complaint, Wells Fargo denies the allegations.

74. In response to Paragraph 74 of the Complaint, Wells Fargo denies the allegations.

***Counts 9 and 10 – Early Warning's Violations of Section 1681e(a)***

75. In response to Paragraph 75 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

76. In response to Paragraph 76 of the Complaint, Paragraph 76 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a

1 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
2 as to the truth of the allegations contained in Paragraph 76 of the Complaint and therefore denies  
3 the same.

4 77. In response to Paragraph 77 of the Complaint, Paragraph 77 of the Complaint does  
5 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
6 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
7 as to the truth of the allegations contained in Paragraph 77 of the Complaint and therefore denies  
8 the same.

9 **Count 9 – Early Warning Violates Section 1681e(a) by Permitting Bank of America and**  
10 **Autoscribe to Procure Consumer Reports on Mr. Cisneros**  
11 **without Permissible Purposes**

12 78. In response to Paragraph 78 of the Complaint, Wells Fargo repeats and re-alleges  
13 its responses and denials as set forth above in this Answer.

14 79. In response to Paragraph 79 of the Complaint, Paragraph 79 of the Complaint does  
15 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
16 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
17 as to the truth of the allegations contained in Paragraph 79 of the Complaint and therefore denies  
18 the same.

19 80. In response to Paragraph 80 of the Complaint, Paragraph 80 of the Complaint does  
20 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
21 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
22 as to the truth of the allegations contained in Paragraph 80 of the Complaint and therefore denies  
23 the same.

24 81. In response to Paragraph 81 of the Complaint, Paragraph 81 of the Complaint does  
25 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
26 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
27 as to the truth of the allegations contained in Paragraph 81 of the Complaint and therefore denies  
28 the same.

**Count 10 – Early Warning Violates Section 1681e(a) by Permitting Bank of America and Autoscribe to Procure Consumer Reports on Mrs. Cisneros without Permissible Purposes**

82. In response to Paragraph 82 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

83. In response to Paragraph 83 of the Complaint, Paragraph 83 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 83 of the Complaint and therefore denies the same.

84. In response to Paragraph 84 of the Complaint, Paragraph 84 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 84 of the Complaint and therefore denies the same.

85. In response to Paragraph 85 of the Complaint, Paragraph 85 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of the Complaint and therefore denies the same.

***Counts 11 and 12 – Violations of Section 1681b(f)***

86. In response to Paragraph 86 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

87. In response to Paragraph 87 of the Complaint, Wells Fargo states that FCRA speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 87 of the Complaint and therefore denies the same.

88. In response to Paragraph 88 of the Complaint, Wells Fargo states that FCRA

1 speaks for itself and denies any allegations inconsistent therewith. Wells Fargo is without  
 2 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 3 contained in Paragraph 88 of the Complaint and therefore denies the same.

4 89. In response to Paragraph 89 of the Complaint, Wells Fargo states that FCRA and  
 5 the caselaw cited by Plaintiffs speak for themselves and denies any allegations inconsistent  
 6 therewith. Wells Fargo is without knowledge or information sufficient to form a belief as to the  
 7 truth of the remaining allegations contained in Paragraph 89 of the Complaint and therefore  
 8 denies the same.

9 **Count 11 – Autoscribe Violates Section 1681b(f) by Procuring Consumer Reports**  
 10 **on Mr. Cisneros from Early Warning without Permissible Purposes**

11 90. In response to Paragraph 90 of the Complaint, Wells Fargo repeats and re-alleges  
 12 its responses and denials as set forth above in this Answer.

13 91. In response to Paragraph 91 of the Complaint, Paragraph 91 of the Complaint does  
 14 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 15 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 16 as to the truth of the allegations contained in Paragraph 91 of the Complaint and therefore denies  
 17 the same.

18 92. In response to Paragraph 92 of the Complaint, Paragraph 92 of the Complaint does  
 19 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 20 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 21 as to the truth of the allegations contained in Paragraph 92 of the Complaint and therefore denies  
 22 the same.

23 **Count 12 – Autoscribe Violates Section 1681b(f) by Procuring Consumer Reports**  
 24 **on Mrs. Cisneros from Early Warning without Permissible Purposes**

25 93. In response to Paragraph 93 of the Complaint, Wells Fargo repeats and re-alleges  
 26 its responses and denials as set forth above in this Answer.

27 94. In response to Paragraph 94 of the Complaint, Paragraph 94 of the Complaint does  
 28 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a

1 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 2 as to the truth of the allegations contained in Paragraph 94 of the Complaint and therefore denies  
 3 the same.

4 95. In response to Paragraph 95 of the Complaint, Paragraph 95 of the Complaint does  
 5 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 6 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 7 as to the truth of the allegations contained in Paragraph 95 of the Complaint and therefore denies  
 8 the same.

9 **PLAINTIFFS' DAMAGES FOR COUNTS 1-12**

10 ***Mr. Cisneros' Damages Related to Early Warning (Counts 1, 3, 9)***

11 96. In response to Paragraph 96 of the Complaint, Wells Fargo repeats and re-alleges  
 12 its responses and denials as set forth above in this Answer.

13 97. In response to Paragraph 97 of the Complaint, Paragraph 97 of the Complaint does  
 14 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 15 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 16 as to the truth of the allegations contained in Paragraph 97 of the Complaint and therefore denies  
 17 the same.

18 98. In response to Paragraph 98 of the Complaint, Paragraph 98 of the Complaint does  
 19 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 20 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 21 as to the truth of the allegations contained in Paragraph 98 of the Complaint and therefore denies  
 22 the same.

23 99. In response to Paragraph 99 of the Complaint, Paragraph 99 of the Complaint does  
 24 not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 25 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 26 as to the truth of the allegations contained in Paragraph 99 of the Complaint and therefore denies  
 27 the same.



***Mr. Cisneros' Damages Related to Citi (Count 5)***

100. In response to Paragraph 100 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

101. In response to Paragraph 101 of the Complaint, Paragraph 101 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 101 of the Complaint and therefore denies the same.

102. In response to Paragraph 102 of the Complaint, Paragraph 102 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 102 of the Complaint and therefore denies the same.

103. In response to Paragraph 103 of the Complaint, Paragraph 103 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 103 of the Complaint and therefore denies the same.

***Mr. Cisneros' Damages Related to Wells Fargo (Count 6)***

104. In response to Paragraph 104 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

105. In response to Paragraph 105 of the Complaint, Wells Fargo denies the allegations.

106. In response to Paragraph 106 of the Complaint, Wells Fargo denies the allegations.

107. In response to Paragraph 107 of the Complaint, Wells Fargo denies the allegations.

***Mr. Cisneros' Damages Related to Autoscribe (Count 11)***

108. In response to Paragraph 108 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

109. In response to Paragraph 109 of the Complaint, Paragraph 109 of the Complaint

1 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 2 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 3 as to the truth of the allegations contained in Paragraph 109 of the Complaint and therefore denies  
 4 the same.

5 110. In response to Paragraph 110 of the Complaint, Paragraph 110 of the Complaint  
 6 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 7 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 8 as to the truth of the allegations contained in Paragraph 110 of the Complaint and therefore denies  
 9 the same.

10 111. In response to Paragraph 111 of the Complaint, Paragraph 111 of the Complaint  
 11 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 12 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 13 as to the truth of the allegations contained in Paragraph 111 of the Complaint and therefore denies  
 14 the same.

***Mrs. Cisneros' Damages Related to Early Warning (Counts 2, 4, 10)***

15 112. In response to Paragraph 112 of the Complaint, Wells Fargo repeats and re-alleges  
 16 its responses and denials as set forth above in this Answer.

17 113. In response to Paragraph 113 of the Complaint, Paragraph 113 of the Complaint  
 18 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 19 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 20 as to the truth of the allegations contained in Paragraph 113 of the Complaint and therefore denies  
 21 the same.

22 114. In response to Paragraph 114 of the Complaint, Paragraph 114 of the Complaint  
 23 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 24 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 25 as to the truth of the allegations contained in Paragraph 114 of the Complaint and therefore denies  
 26 the same.

27 115. In response to Paragraph 115 of the Complaint, Paragraph 115 of the Complaint  
 28

1 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 2 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 3 as to the truth of the allegations contained in Paragraph 115 of the Complaint and therefore denies  
 4 the same.

5 ***Mrs. Cisneros' Damages Related to Citi (Count 7)***

6 116. In response to Paragraph 116 of the Complaint, Wells Fargo repeats and re-alleges  
 7 its responses and denials as set forth above in this Answer.

8 117. In response to Paragraph 117 of the Complaint, Paragraph 117 of the Complaint  
 9 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 10 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 11 as to the truth of the allegations contained in Paragraph 117 of the Complaint and therefore denies  
 12 the same.

13 118. In response to Paragraph 118 of the Complaint, Paragraph 118 of the Complaint  
 14 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 15 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 16 as to the truth of the allegations contained in Paragraph 118 of the Complaint and therefore denies  
 17 the same.

18 119. In response to Paragraph 119 of the Complaint, Paragraph 119 of the Complaint  
 19 does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a  
 20 response is required, Wells Fargo is without knowledge or information sufficient to form a belief  
 21 as to the truth of the allegations contained in Paragraph 119 of the Complaint and therefore denies  
 22 the same.

23 ***Mrs. Cisneros' Damages Related to Wells Fargo (Count 8)***

24 120. In response to Paragraph 120 of the Complaint, Wells Fargo repeats and re-alleges  
 25 its responses and denials as set forth above in this Answer.

26 121. In response to Paragraph 121 of the Complaint, Wells Fargo denies the allegations.

27 122. In response to Paragraph 122 of the Complaint, Wells Fargo denies the allegations.

28 123. In response to Paragraph 123 of the Complaint, Wells Fargo denies the allegations.

***Mrs. Cisneros' Damages Related to Autoscribe (Count 12)***

124. In response to Paragraph 124 of the Complaint, Wells Fargo repeats and re-alleges its responses and denials as set forth above in this Answer.

125. In response to Paragraph 125 of the Complaint, Paragraph 125 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 125 of the Complaint and therefore denies the same.

126. In response to Paragraph 126 of the Complaint, Paragraph 126 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 126 of the Complaint and therefore denies the same.

127. In response to Paragraph 127 of the Complaint, Paragraph 127 of the Complaint does not contain allegations directed at Wells Fargo and an answer is not required. To the extent a response is required, Wells Fargo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 127 of the Complaint and therefore denies the same.

**RESPONSE TO PRAYER FOR RELIEF**

Wells Fargo denies that Plaintiffs are entitled to any actual, statutory, or punitive damages; attorneys' fees and costs; or other relief against Wells Fargo as set forth in the prayer for relief.

**TRIAL BY JURY**

Wells Fargo admits that Plaintiffs demanded a trial by jury.

**AFFIRMATIVE DEFENSES**

As separate, alternative, and affirmative defenses to the Complaint, Wells Fargo alleges:

1. The Complaint fails to state a claim against Wells Fargo upon which relief can be granted.

1           2.       Plaintiffs have no private right of action against Wells Fargo for its initial  
2       furnishing of information to a credit reporting agency. 15 U.S.C. § 1681s-2(c), (d).

3           3.       Wells Fargo's duty to investigate Plaintiffs' credit dispute is only triggered upon  
4       receiving notice of the dispute from the credit reporting agency. 15 U.S.C. § 1681s-2(b)(1).

5           4.       To the extent Wells Fargo received notification of Plaintiffs' dispute, Wells  
6       Fargo's responses to credit reporting agency disputes were timely, accurate, and complete.

7           5.       At all relevant times, Wells Fargo had in place reasonable and appropriate  
8       procedures to investigate and verify any and all credit information it was allegedly furnishing.

9           6.       Wells Fargo's investigations were reasonable under the circumstances and  
10      conducted in good faith.

11          7.       Plaintiffs' claims may be barred by the applicable statute of limitations and/or  
12      doctrine of laches. 15 U.S.C. § 1681p.

13          8.       Plaintiffs cannot prove Wells Fargo violated FCRA, knew it was violating FCRA,  
14      or acted with reckless disregard as to whether it was violating FCRA.

15          9.       Plaintiffs cannot establish any actual damages, including credit denial or monetary  
16      damages, with reasonable certainty.

17          10.      Plaintiffs may have failed to mitigate their damages.

18          11.      Some or all of Plaintiffs' damages, if any, may have been caused by the acts,  
19      omissions, and/or errors of Plaintiffs and/or others. Thus, any damages are barred or reduced by  
20      the contributory and comparative negligence of Plaintiffs or others.

21          12.      Plaintiffs' Complaint does not allege facts sufficient to rise to the level of conduct  
22      required to recover punitive damages, and thus all requests for punitive damages are improper.

23          13.      Plaintiffs lack standing because Plaintiffs suffered no injury in fact.

24          14.      Plaintiffs' Complaint fails to give Wells Fargo legally sufficient notice of the  
25      claims asserted against it in that the Complaint fails to identify to account(s) at issue or the nature  
26      of the alleged wrongful reporting.

27          15.      Wells Fargo reserves all defenses under Federal Rules of Civil Procedure 8 and 12,  
28      and any additional defenses and avoidances that may apply through discovery or otherwise.

1 WHEREFORE, having fully defended, Wells Fargo Bank, N.A., prays for the following  
2 relief:

3 A. That Plaintiffs' Complaint be dismissed with prejudice, and that Plaintiffs take  
4 nothing thereby;

5 B. That Wells Fargo be awarded its costs and attorneys' fees pursuant to 15 U.S.C. §§  
6 1681n(c) and 1681o(b), and otherwise as allowed by law, in defending this action; and

7 C. For such other and further relief as the Court deems just and proper.

8 Dated: June 12, 2020

SNELL & WILMER L.L.P.

9  
10 By: /s/ Kiah D. Beverly-Graham

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**CERTIFICATE OF SERVICE**

I hereby certify that on this date, I electronically filed the foregoing with the Clerk of Court for the U.S. District Court, District of Nevada by using the Court's CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

DATED: June 12, 2020.

/s/ Lara J. Taylor  
An Employee of Snell & Wilmer L.L.P.